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October 30, 2002

VIA FEDERAL EXPRESS

Secretary
Surface Transportation Board
Room 704
1925 K Street, N.W.
Washington, DC 20423-0001



RECORDATION NO. 23258-B FILED
OCT 31 '02 11-24 AM
SURFACE TRANSPORTATION BOARD

Re: Relco Locomotives, Inc.

Dear Secretary:

Pursuant to Section 11301 of Title 49 of the U.S. Code, enclosed for recording is one original and one counterpart copy of the document described below.

The document is a supplement to a mortgage and security agreement, a secondary document and is dated October 8, 2002. The primary document to which this is connected is Recordation Number 23258.

The names and addresses of the parties are:

Mortgagor: MB Financial Bank, N.A.
(f/k/a Manufacturers Bank)
1200 North Ashland Avenue
Chicago, IL 60622

Mortgagee: Relco Locomotives, Inc.
113 Industrial Avenue
Minooka, IL 60447

A description of the equipment covered by the document appears on Exhibit A, attached hereto and made a part hereof.

A fee of \$30.00 payable to Secretary, Surface Transportation Board is enclosed. After recordation, please return the original to:

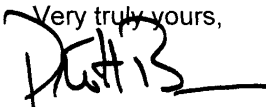
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Secretary
Surface Transportation Board
October 30, 2002
Page 2

Peter H. Barrow, Esq.
Neal, Gerber & Eisenberg
Two North LaSalle Street, Suite 2400
Chicago, IL 60602

A short summary of the document to appear in the index follows:

Supplement No. 2 to Mortgage and Security Agreement between Relco Locomotives, Inc. 113 Industrial Avenue, Minooka, IL 60447 and MB Financial Bank, N.A., 1200 North Ashland Avenue, Chicago, IL 60622 dated July 15, 2002 and adding rolling stock and additional locomotives to the Mortgage and Security Agreement recorded at Recordation Number 23258 and Supplement No. 1 to Mortgage and Security Agreement recorded at Recordation Number 23258-A.

Very truly yours,

Peter H. Barrow

PHB:beh
Enclosure

RECORDATION NO. 23258-B FILED

OCT 31 '02 11-24 AM

SUPPLEMENT NO. 2
to
MORTGAGE AND SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

THIS SUPPLEMENT NO. 2 to MORTGAGE AND SECURITY AGREEMENT dated as of October 8, 2002 (the "Supplement"), is by and between **RELCO LOCOMOTIVES, INC.**, an Illinois corporation (the "Debtor"), whose address is 113 Industrial Avenue, Minooka, Illinois 60447 and **MB FINANCIAL BANK, N.A.**, formerly known as Manufacturers Bank (the "Secured Party"), whose address is 1200 North Ashland Avenue, Chicago, Illinois 60622.

R E C I T A L S:

A. Secured Party and Debtor are parties to a Mortgage and Security Agreement dated as of December 8, 2000, (the "Mortgage and Security Agreement") as supplemented by Supplement No. 1 thereto dated as of July 15, 2002 ("Supplement No. 1"), pursuant to which Debtor has granted to Secured Party a lien and mortgage in certain locomotives and leases as described in the Exhibit and Schedule thereto.

B. The Mortgage and Security Agreement was recorded with the Surface Transportation Board, Washington, D.C. (the "STB") on December 18, 2000 and was assigned recordation number 23258.

C. Supplement No. 1 was recorded with the STB on October 18, 2002 and was assigned recordation number 23258-A.

D. Secured Party and Debtor desire to supplement Exhibit B and Schedule B to the Mortgage and Security Agreement in order to subject additional property to the lien and mortgage created by thereby, as contemplated by Sections 1.2 and 5.1 thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. Definitions. Capitalized terms contained in this Supplement shall have the respective meanings herein as such terms have in the Mortgage and Security Agreement.

2. Supplement to Exhibit B and Schedule B. Exhibit B and Schedule B to the Mortgage and Security Agreement are hereby supplemented to include the Lease described in Exhibit A attached hereto, and such Lease, along with the Leases described on Exhibit B and Schedule B to the Mortgage and Security Agreement, shall constitute "Leases" under, and for purposes of, the Mortgage and Security Agreement.

3. Confirmation of Mortgage and Security Agreement. Except as modified by this Supplement, all terms and provisions of the Mortgage and Security Agreement, and all exhibits and schedules thereto, shall remain in full force and effect.

4. Representations and Warranties; Events of Default. After giving effect to this Supplement (a) the representations and warranties set forth in the Mortgage and Security

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Agreement are true and correct on, and as of, the date hereof and (b) no Event of Default has occurred and is continuing.

5. Successors and Assigns. Reference to any party hereto shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in the Mortgage and Security Agreement, as supplemented by this Supplement, made by Debtor or Secured Party shall inure to the benefit of the respective successors and assigns of such parties.

6. Partial Invalidity. The unenforceability or invalidity of any provision of this Supplement shall not render any other provision herein unenforceable or invalid.

7. Release. The Secured Party shall release this Supplement and the lien and mortgage created hereby by proper instrument upon payment in full of all indebtedness secured hereby.

8. Governing Law. This Supplement shall be construed in accordance with, and governed by, the internal laws of the State of Illinois; provided, however, that Secured Party shall be entitled to all the rights conferred by any applicable Federal statute, rule or regulation.

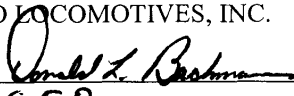
9. Counterparts. This Supplement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Supplement. Each of Debtor and Secured Party acknowledge receipt of a true, correct and complete counterpart of this Supplement.

10. Costs and Expenses. Debtor agrees to pay Secured Party, upon demand, for all expenses, including reasonable attorneys' and legal assistants' fees incurred by Secured Party in connection with the preparation, negotiation, execution and recordation of this Supplement and any document required to be furnished herewith.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

RELCO LOCOMOTIVES, INC.

By: 
Its: C.E.D.

MB FINANCIAL BANK, N.A., formerly
known as Manufacturers Bank

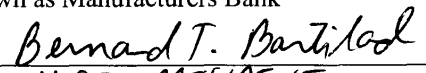
By: 
Its: VICE PRESIDENT

EXHIBIT A
to
Supplement No. 2
to
Mortgage and Security Agreement

Lease Agreement between Debtor, as lessor, and Rouge Steel Company, as lessee, accepted by lessee on July 25, 2002 initially covering Units #1273, 1262, 1271 and 1266, as amended, modified, supplemented or restated from time to time.

State of Illinois)
)
County of Cook) SS

I, Cheri F. Bachman, certify that I am Secretary
of Relco Locomotives, Inc., that the foregoing instrument was signed and sealed on behalf of the
Board of Directors, and that I acknowledge that the execution of the foregoing instrument was
the free act and deed of the corporation. I further declare (certify, verify or state) under penalty
of perjury that the foregoing is true and correct.

Executed on this 9th day of October, 2002.

Cheri F. Bachman

Patricia M. DuShane
"OFFICIAL SEAL"
PATRICIA M. DuSHANE
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 03/26/2003

State of Illinois)
)
County of Cook) SS

I, BERNARD T. BARTILAD, certify that I am VICE PRESIDENT
of MB Financial Bank, N.A., formerly known as Manufacturers Bank, that the foregoing
instrument was signed and sealed on behalf of the Board of Directors, and that I acknowledge
that the execution of the foregoing instrument was the free act and deed of the corporation. I
further declare (certify, verify or state) under penalty of perjury that the foregoing is true and
correct.

Executed on this 9TH day of OCTOBER, 2002.

NGEDOCs:14640.0004:776728.2

Bernard T. Bartilad
VICE PRESIDENT
Patricia M. DuShane
"OFFICIAL SEAL"
PATRICIA M. DUSHANE
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 03/26/2003